

**INTERLOCAL COOPERATION BOARD OF THE CITY OF WEST
LAFAYETTE, INDIANA AND THE TRUSTEES OF PURDUE
UNIVERSITY**

REQUEST FOR QUALIFICATIONS

TO DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN

THE

STATE STREET REDEVELOPMENT PROJECT

THROUGH A

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

ADDENDUM NUMBER 02

Issued: June 19, 2015

SOQ Due Date: July 2, 2015

ADDENDUM NO. 2 – JUNE 19, 2015

State Street Redevelopment Project

Joint Board under the Interlocal Cooperation
Agreement between the City of West Lafayette and
The Trustees of Purdue University

West Lafayette, Indiana

THE FOLLOWING CHANGES AND CORRECTIONS SHALL APPLY AND BE A PART OF THE REQUEST FOR QUALIFICATIONS.

1. Part B, Volume 2, Section D – Surety Letter

Question: Please, confirm whether 100% of Surety Letter may be obtained only by Lead Contractor.

Answer: The Lead Contractor can secure the Surety Letter on behalf of the Offeror, however the Offeror must be listed as the party capable of obtaining the bonds. A letter from an Eligible Surety indicating that Offeror team is capable of obtaining both a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of \$75 million, as evidence of Offeror's or Lead Contractor's bonding capacity.

2. Part B, Volume 1, Section 8 – Project Information, Paragraph 4, Page B-5.

With respect to each concession contract and public-private partnership project identified pursuant to this Part B, Volume 1, Section 7 by Equity Members, where such Equity Member acted in a role as a concessionaire/private partner/Equity Member in connection with such project, provide in Form F the company name, project name and location, project size, debt amount and gearing, date of financial close, start dates, percent of works completed by ~~April 30, 2015~~ **May 21, 2015**, level of company's participation and type of concession/payment mechanism. The completed Form F shall be in addition to the information provided regarding the projects in Form E.

3. Part A, Section 1 – DEFINITIONS, Page A-2

~~“Eligible Financial Institution” shall have the meaning set forth in Part A, Section 10.2 hereof.~~

Definition is hereby removed as it is no longer needed in the RFQ.

4. Part A, Section 11.3, Paragraph 4, Page A-34. Include the following firm as a firm Offeror is prohibited from teaming with:

- The Schneider Corporation
- Wessler Engineering

5. Part A, Section 2.5 & 2.6, Page A-8 and A-9

Question: Are there any other sections of this project that have already been planned but are not yet included in the scope of the project?

Answer: No.

6. Part A, Section 2.5 & 2.6, Page A-8 and A-9

Question: In addition to the authority described for the Joint Board to solicit proposals and select an Offeror to enter into a PPA with the Joint Board, are there any other entities, political or otherwise, that will have to provide approval for the Joint Board to enter the PPA with the selected Offeror?

Answer: Yes. Pursuant to the Statute the Governor of Indiana will have to approve the PPA prior to the Joint Board entering into the PPA with the selected Offeror.

7. Part A, Section 3.5.4, Page A-12

Question: If hazardous materials are found within the Project site boundaries, who is expected to take generator status?

Answer: Responsibility for generator status would be determined in accordance with applicable law or via contract between the project sponsors. Both the City and the University have strong environmental compliance programs and have a history of cooperating on such matters in the past.

8. Part A, Section 4.4(f), Page A-14

Question: What is the status of the stapled debt financing option?

Answer: The City and the University are still engaged in a process of exploring the feasibility of the stapled financing option and the means by which it would be made available. More information on this option is expected to be provided in the draft RFP that is scheduled to be distributed to Short-Listed Offerors in July 2015.

9. Part A, Section 6.2, Page A-16

Question: Has the fully funded liquidity facility already been put in place?

Answer: No; however, representatives from Purdue Research Foundation, the City and the Joint Board are currently in discussion concerning the terms and conditions of this facility and the required documentation therefor.

10. Part A, Section 9.2(vii) & (ix), Page A-24

Question: Please clarify whether the six (6) documents and forms listed in Part A Section 9.2(ix)(a)-(f) that not count towards the 40 page limit for Volume 1 need to also be sequentially numbered.

Answer: No they do not need to be sequentially numbered as they do not count toward the 40 page limit for Volume 1.

11. Part A, Section 10.2(b), Page A-27

Question: The website for Eligible Sureties has been moved and is now found at www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm#. Does this website feature the correct list?

Answer: Yes.

12. Part A, Section 10.2, Page A-27

Question: Please confirm that acquisition of a Payment and Performance Bond from an Eligible Surety is a pass/fail requirement?

Answer: Yes.

13. Part B, Section 1, Page B-3

Question: This section states that executed or summary teaming agreements shall be included in an appendix to Volume 1. Can this appendix be a separate section within the Volume 1 binder, or should it be included in separate binder?

Answer: Any appendix can remain separate sections within that Volume's binder.

14. Part B, Section 3, Page B-3

Question: Please clarify whether teaming agreements between the lead contractor, lead engineering firm, equity member and/or Offeror need to be included in the SOQ.

Answer: The lead engineer or Developer only need to provide teaming agreements if the lead engineer and/or Developer is a partnership, consortium, or other form of joint venture. These teaming agreements need to be included in the SOQ.

15. Project Development Agreement, Sections 1.2.1, and 1.2.37, Page 3 & 7

Question: Will the TIF Support Facility also be included within the to-be-determined Affordability Cap?

Answer: The Affordability Cap is a function of Project *costs*, whereas the TIF Support Facility is a *funding* mechanism, so the Joint Board does not necessarily view their relationship in the manner implied by the question. Nonetheless, the funding available from the TIF Support Facility (and from "TIF 2" to which the facility primarily relates) will be taken into consideration by the Joint Board when it sets the Affordability Cap.

16. Project Development Agreement, Sections 1.2.21, and 1.2.23, Page 5

Question: The Project Development Agreement refers to elements of the Project describe in RFQ Part A, Section 2.3, Sections 1 through 5 as Project Base Scope, and Sections 6 through 8 as Project Enhanced Scope. RFQ refers to all 8 sections as sub-components of the Project. Please clarify whether the first 5 sections are Project Base Scope.

Answer: The Project Base Scope shall consist of Sections 1 through 5 as identified in RFQ Part A, Section 2.3, Page A-6 and A-7.

17. Part B, Volume 1, Section 7, Page B-5

Include at least six (6) and up to ~~twelve (12)~~ **eight (8)** projects in the aggregate for the entire Offeror team with respect to the above categories of this Part B, Volume 1, Section 7 in which the entity played a significant role during the past eight (8) years including at least three (3) projects identified as responsive to subsection I, of this Part B, Volume 1, Section 7.